UNITED STATES DISTRICT COURT EASTERN DISTRICT OF TENNESSEE at CHATTANOOGA

ACUITY MUTUAL INSURANCE COMPANY)	
Plaintiff,)	
v.)	Case No. 1:09-cv-157 Judge Edgar
DARRELL FRYE and LAFONNE)	vaage zagar
FRYE d/b/a TRINITY LEARNING)	
CENTER)	
Defendants.)	

VERDICT FORM

1. We, the jury, find that defendant DARRELL FRYE did not did intentionally set the fire

to the building at 621 Shallowford Road, Chattanooga, Tennessee, on February 9, 2009.

[If you answered "did" to Question 1 then your deliberations are completed and you will not answer any other questions. If you answered "did not" to Question 1, then proceed to answer Questions 2, 3 and 4.]

2. We, the jury, find that defendant DARRELL FRYE has proved that the reasonable value of the fire loss and damage to the building is \$ 35,000.

3.	We, the jury, find that defendant LAFONNE FRYE has proved that the reasonable value
of the	fire loss and damage to her business property in connection with Trinity Learning Center is
\$ 4.	500, %.
	[This amount shall not exceed \$20,000.]
4.	We, the jury, find that defendant LAFONNE FRYE has proved that she suffered the loss
of bus	iness income from Trinity Learning Center in the amount of \$ 18,000.
	[This amount shall not exceed \$125,000.]
	[If you answered in Questions 2, 3, and 4 that the defendants are not entitled to recover any money under the insurance policy, then you will not answer Question 5. If you answered in Questions 2, 3, or 4 that the defendants are entitled to recover some amount of money under the insurance policy, then answer Question 5.]
5.	We, the jury, find that the defendants (Not) entitled to recover prejudgment are not) are
interes	st from plaintiff ACUITY INSURANCE COMPANY at the rate of% per annum
beginr	ning on date
	[The rate of interest shall not exceed 10% per annum.]
	Aston
	Foreperson
	Apr. 1 16, 2010

Date